

**Public Works Agreement  
Streets and Stormdrain**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_ (Month), \_\_\_\_\_ (Year), by and between the Mayor and Council of Brunswick, Maryland, a body corporate and politic of the State of Maryland (hereinafter the “City”) and \_\_\_\_\_ (hereinafter the “Owner”), and \_\_\_\_\_ (hereinafter the “Contractor”).

WHEREAS, the Owner is the owner of certain real property located in Frederick County, Maryland, and more particularly described as **Exhibit “A”** (hereinafter the “Property”); and

WHEREAS, the Owner intends to construct the following public improvements:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

on the Property (hereinafter the “Improvements”) in accordance with a construction contract between Owner and Contractor (hereinafter the “Construction Contract”); and

WHEREAS, City regulations require Owner to construct the improvements in advance of plat recordation or building permit issuance, or in lieu thereof provide adequate security and enter into a written agreement, wherein Owner agrees, inter alia, to construct and maintain the public improvements to obtain approval to record plats or obtain building permits; and

WHEREAS, in consideration for the Owner obtaining the necessary approvals and permission from the City to record lots and construct the private improvements, the Owner has agreed to provide certain security guarantees, in form acceptable to the City as hereinafter set fourth, in the total amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_), in favor to the City to guarantee completion of the Improvements in accordance with City specifications, and approved cost estimate(s).

NOW, THEREFORE, in consideration of the aforesaid premises and recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. The aforestated recitals are hereby incorporated herein by reference and made a part of this Agreement.
2. Owner shall cause the Improvements to be constructed and completed, to the City’s specifications and satisfaction, within \_\_\_\_\_ ( \_\_\_\_ ) months of the date of this agreement.
3. Owner does hereby deposit with the City a:

☐ Escrow Account,

Or

☐ Letter of Credit,

In form(s) satisfactory and acceptable to the City in the total amount (including 15% contingency) of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_),  
(hereinafter the "Security").

4. The amount of the aforesaid Security is in accordance with a detailed cost estimate, approved by the Superintendent of Public Works or their designee, which is attached hereto as Exhibit A and incorporated herein by reference, plus a fifteen percent (15%) contingency amount.
5. The Security is deposited with the City to guarantee payment for the construction and completion of the Improvements, as more particularly set fourth on the following referenced drawings and plans, with all revisions noted, prepared by \_\_\_\_\_ and titled: \_\_\_\_\_, dated \_\_\_\_\_, and reviewed and signed by the Superintendent of Public Works or their designee on \_\_\_\_\_. With the City's approval, the drawings and plans may be revised from time to time, provided that adequate Security is available or provided by Owner to cover any increased costs (hereinafter the "Plans").
6. Owner shall construct and complete the Improvements in accordance with City specifications and those specifications set fourth in the aforestated Plans, which shall be subject to inspection at the expense of the Owner and approval by City inspectors or their designee. The Owner will pay estimated inspection fees prior to the execution of the contract in accordance with the fee schedule of the City attached hereto and made part of this contract. Any additional inspection expense will be paid as invoiced and prior to conditional or final acceptance.
7. If Owner does not complete the Improvements within the time set forth in paragraph 2. above, the City may draw upon all or any part of the security as necessary for the completion of the Improvements, and may retain any excess funds for payment of the City's attorney's fees and expenses.
8. Notwithstanding the drawing upon by the City of all or any part of the monies, Owner shall remain liable to the City for the full and total cost of any of the Improvements not completed by the date as set forth in paragraph 2. above.
9. The parties hereto agree that the total of said Security may, in the City's sole discretion, be reduced, by a separate agreement signed by all parties, in proportion to the amount of Owner's actual completion of specific parts of the Improvements to be completed by this Agreement.
10. Prior to the release of all or any portion of said Security, Owner shall provide to City as built drawings of the improvements as actually constructed, proof of Owner's payment for the completed portion(s) of the Improvements, and the City shall inspect said completed Improvements to ensure that the Improvements have been constructed according to City specifications.

11. The Owner shall warrant all Improvements, where applicable, per Maryland State Highway Administration General Provisions for Construction Contracts, Section 4.10 (“City” shall be substituted for “State”). A five percent (5%) retainage of the guarantee will be held until the end of the one (1) year warranty period, with extensions as necessary to provide a full one year warranty on any items repaired or replaced during the applicable warranty period. The warranty period shall begin following written conditional acceptance from the appropriate City inspector or their designee.
12. The City shall have the right, in its sole discretion, to approve any changes relating to the construction of the Improvements, or the terms of this Agreement. All such proposed changes shall be in writing and signed by all parties to the document(s) being changed.
13. Owner shall maintain the Improvements (including snow removal) at Owner’s expense until such Improvements are accepted by the City for maintenance. Not all improvements will be eligible for acceptance by the City for maintenance.
14. Owner shall be responsible for the erection of street name, stop signs and other signs as determined by the Superintendent of Public Works or their designee. All signage must comply with City and Manual of Uniform Traffic Control Devices (MUTCD) requirements.
15. Upon any breach of this Agreement by Owner, Owner shall be liable to the City for all costs and expenses, including attorneys’ fees, that the City may incur if the City chooses to complete such Improvements, and City may retain the balance of any Security for payment of such expenses.
16. Owner agrees to obtain, at Owner’s sole expense, all easements which are reasonably necessary for the construction and maintenance of the Improvements, which easements shall be in a form acceptable to the City.
17. Owner shall indemnify and hold harmless the City, its officials, employees, agents and representatives, from any and all claims, actions, suits and demands, of any nature, arising from the construction of the Improvements.
18. Owner warrants that it is the fee simple owner of the Property and that all parties having any right, title or interest in the Property have consented to and joined in this Agreement.
19. All or any part of the provisions of this Agreement shall not be deemed merged in the execution and delivery by Owner to City of a Deed for the Improvements, but shall remain in full force and effect, nor shall City thereby be deemed to have waived any of its rights at law or in equity against owner.
20. The City’s Ordinances, Rules and Regulations are incorporated herein by reference, and together with this Agreement contain the entire understanding of the parties and may not be modified or amended unless in writing signed by the parties hereto.
21. This Agreement may not be assigned by Owner without the express prior written consent of the City, which consent will not be unreasonably withheld.

22. This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the State of Maryland, and Owner hereby consents to jurisdiction in the State of Maryland, and venue in Frederick County, Maryland.
23. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, personal representative, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have placed their hands and seals as of the date first written above.

WITNESS/ATTEST:

MAYOR and COUNCIL of  
The CITY of BRUNSWICK, MARYLAND

By

Carroll A. Jones  
Mayor

CORPORATION OR PARTNERSHIP NAME:

Witness

Signature:  
(SEAL)

Name and Title (Please Print)

Witness

Signature:  
(SEAL)

Name and Title (Please Print)

**(Notarial for: SOLE OWNERSHIP, CO-OWNERSHIP AND PARTNERSHIP)**

State of \_\_\_\_\_ County of \_\_\_\_\_, to wit:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_ (Month) , \_\_\_\_\_ (Year) ,  
before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared  
\_\_\_\_\_ whose name(s) is/are subscribed to within the instrument, and  
acknowledged that he/she executed the same for the purposes therein contained.

Witness my hand and Notarial Seal

\_\_\_\_\_  
Notary Public  
My Commission Expires:

.....  
**(Notarial for: CORPORATIONS)**

State of \_\_\_\_\_ County of \_\_\_\_\_, to wit:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_ (Month) , \_\_\_\_\_ (Year) ,  
before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared  
\_\_\_\_\_ who acknowledged him/herself to be the \_\_\_\_\_ of  
\_\_\_\_\_ a body corporate, and that he/she was authorized by the corporation  
to execute this instrument for the purposes contained herein.

Witness my hand and Notarial Seal

\_\_\_\_\_  
Notary Public  
My Commission Expires:

.....  
**(Notarial for: MAYOR OF THE CITY OF BRUNSWICK)**

State of \_\_\_\_\_ County of \_\_\_\_\_, to wit:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_ (Month) , \_\_\_\_\_ (Year) ,  
before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared  
\_\_\_\_\_ who acknowledged himself/herself to be the Mayor of The City of Brunswick,  
Maryland, that in his/her capacity as Mayor, being authorized to do so, executed the foregoing instrument on behalf  
of the Mayor and Council of The City of Brunswick, Maryland, a body corporate and politic, for the purposes therein  
contained

Witness my hand and Notarial Seal

\_\_\_\_\_  
Notary Public  
My Commission Expires: